

U.S. FOOD AID BOOKING NOTE

For Packaged Goods PART II

1. LOAD/DELIVERY TERMS:

A) FAS PORT:

Supplier is to be responsible for delivering the cargo to the Carrier at first point of rest within a USDA approved transport terminal within the commercial limits of the FAS port. Any wharfage accessed against the cargo by the governing port authority and/or receiving terminal is to be for the Suppliers account. Supplier is to be responsible for delivering the cargo, cleared for export, to the carrier at a USDA approved transport terminal within the commercial limits of the FAS port. The Carrier is to nominate the transport terminal in writing within 3 business days after the Carrier has received written notification from the Shipper or its agent that all subjects on the booking have been lifted. Carrier is to be liable for all costs incurred due to the failure to provide this information. The cargo shall be placed safely at rest at the transport terminal, as nominated by the carrier or as designated by the port authority, at the Supplier's expense. The transport terminal can be a freight station, a container terminal, or yard, a multipurpose cargo terminal, along side the vessel on the quay at the FAS port or any similar receiving point.

B) INTERMODAL - PLANT:

(As designated by letter "R" preceding point of origin) — Supplier shall load the transportation conveyance provided by the carrier at named point of origin. Carrier shall be responsible for positioning the conveyance (containers, trucks, trailers or rail cars) at the named point of loading, the costs of transportation from said named point of loading to the U.S. port and the cost of loading the cargo on board the ocean going vessel.

Carrier must comply with supplier's load and capacity capabilities. If the Carrier fails to comply with supplier's load capabilities, any costs incurred by the vendor/USDA including but not limited to liquidated damages, storage, will be for the carrier's account. If containers/railcars/trucks are to be placed at the Supplier's plant, Carrier must ensure that containers/railcars/trucks are placed at the plant by the commencement of the Supplier's shipping period and supply containers / railcars / trucks on a continuous basis until the supplier's fulfills his contract quantity or as otherwise mutually agreed between Carrier and

Supplier provided all cargo is delivered within the Suppliers shipping period. If supplier fails to deliver all of the cargo within the shipping period, then Supplier is to be responsible for any demurrage or detention that may occur on trucks, containers, trailers, barges or rail cars or dead freight on vessel.

C) INTERMODAL — BRIDGE:

(As designated by Letters "B" " preceding point of origin) — Supplier is responsible for loading the cargo into rail cars, or at the Supplier's option, conveyances supplied by Carrier and paying for the transportation costs to the named Bridge point. Supplier is to contact the notify party indicated on the Notice to Deliver and/or the Carrier to obtain the exact location for delivery. Carriers shall be responsible for the transportation expenses incurred to move the conveyance to a U.S. port of export, the cost of unloading the conveyance at the port of export (including container stuffing charges, where applicable) and all charges incurred to load the ocean-going vessel. If the Supplier intends to use trucks to transport the cargo to the bridge point, then the freight tender must provide this information, in which case if the Carriers does not use the trucks for the on carriage to the port of export, then the Carrier to be responsible for the cost of unloading the cargo from the trucks at the bridge point.

D) INTERMODAL-LAKES:

(MSA Sec. 17 cargo and as designated by Letter "L" preceding point of origin) — Supplier is responsible for loading the cargo into rail cars, trucks or trailer and paying for the transportation costs to the marine cargo terminal at the named Lakes point. Supplier is to contact the notify party indicated on the Notice to Deliver and/or the Carrier to obtain the exact location for delivery. The marine cargo terminal is to be approved by USDA for handling MSA Sec 17 Lakes cargo. The Carrier is responsible for unloading the conveyance and loading the cargo into an oceangoing vessel or barge or trans-loading the cargo into an ocean container. If the cargo is trans-loaded to an ocean container, Carrier shall be responsible for the transportation expenses incurred to move the container to a U.S. port of export, and all charges incurred to load the container on to the ocean going vessel.

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E) PRE-POSITIONED CARGO:

(As designated by Letters "P" "preceding pre-position port) Cargo to be made available to the Carrier at the location as specified in the freight tender (or in the case of Lake Charles as provided herein). Upon notification to USDA/KCCO of vessel contract award, carrier will be notified by Shipper's Agent within (2) working days as to exact location of all cargo contracted for carriage. The Carrier will then have four (4) working days to accept or reject the commodity as contracted giving reasons in writing, for any rejections. The commodity parcels rejected shall be identified to the port and to USDA/KCCO. Cargoes rejected by carrier will be subject to inspection by FGIS to determine final disposition. Rejected cargo may be replaced by USDA/KCCO and, upon notification that same has been accomplished, vessel owner will have 24 hours to inspect the replaced commodity. The Carrier shall have signed non-negotiable dock receipts, indicating acceptance of the cargoes in good order. Upon this acceptance, cargo is deemed to be in a delivered position and becomes the full responsibility of the contracted Carrier. The cargoes moving directly from rail cars or trucks to the performing vessel or containers are considered to be FAS cargoes.

For pre-position cargo loading in Lake Charles, LA the cargo will be made available for loading from 1/3 safe berths with the following is to apply:

Sheds 1,2,3, and 150 are to be considered as one berth. Sheds 4,5, and 6 are to be considered as one berth. Shed 7 is to be considered as one berth. Shed 8 and 9 are to be considered as one berth. Shed 15 is to be considered as one berth.

2. DISCHARGE/DELIVERY TERMS:

Cargo to be discharged in accordance with Full Liner Terms, no demurrage/ no dispatch/no detention, with the cargo being delivered to Receivers at Carrier's risk, time and expense in accordance with the following provisions. The applicable discharge / delivery terms for each parcel are to be noted in part one of this booking note:

I) a) If Breakbulk — the cargo to be delivered to receivers at place of rest end of hook, along side vessel, or **b) If Container** — i) the containers are to be delivered to the Receivers

at place of rest at the Carrier's or port's container yard (CY), as applicable, or ii) The containers are to be discharged and moved to the carrier's CFS where the Carrier is responsible to de-van the cargo and to make it available to the receiver at a place of rest in the CFS.

II) a) If Breakbulk — the cargo is to be placed into warehouse(s) within the port area, or **b) If Container** - The containers are discharged and moved to the carrier's CFS where the Carrier is responsible to de-van the cargo and to make it available to the receiver at a place of rest in the CFS.

III) If Breakbulk or Container — the cargo is to be delivered in Carrier's conveyance at the door of the Receiver's warehouse(s) located outside the port area: i) which warehouse(s) are specified in PART I; or ii) if the Receiver's warehouse(s) are not specified in PART I, then such warehouse(s) are to be within a radius of 25 kilometers from the center point of the city or town specified as the delivery point in the contract. Should a nominated warehouse exceed the distance limitation as per above, Shippers may designate another warehouse within the distance limitation without penalty or make arrangements with the Carrier to deliver the cargo to the nominated warehouse with any additional expenses incurred by the Carrier to be for the Shippers account and payable directly to the Carrier by the Shipper. The Receiver is responsible for the unloading of Carrier's conveyance at the nominated warehouse(s). For container shipments, de-vanning from the container may occur at the specified location or it may occur at an intermediate point dependent upon the customer's ability to receive door delivered containers.

IV) If Breakbulk or Container — the cargo is to be unloaded from Carrier's conveyance and stacked into receiver's warehouse(s) located outside of the port area at the Carrier's expense: i) which warehouse(s) are specified in PART I; or ii) if the receiver's warehouse(s) are not specified in PART I, then such warehouse(s) are to be within a radius of 25 kilometers from the center point of the city or town specified as the delivery point in the contract. Should nominated warehouse exceed the distance limitation as per above, Shippers may designate another warehouse within the distance limitation without penalty or make

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arrangements with the Carrier to deliver the cargo to the nominated warehouse with any additional expenses incurred by the Carrier to be for the Shippers account and payable directly to the Carrier by the Shipper.

Under sub clause III and IV of this clause, after the warehouse(s) has been nominated, the Carrier must advise the Shipper within 3 working days if the warehouse is outside the distance limitation. If the Carrier does not advise the Shipper in writing within 3 working days, then Carrier forfeits its rights under this clause to request an alternate warehouse(s) that is within the distance limitation or to be paid for any additional expenses incurred there from.

3. CUSTOM CLEARANCE AT DISCHARGE PORT

The Shippers/Receivers are fully responsible for custom clearance of the cargo at the discharge port. If the cargo is to be delivered under a through bill of lading, the Carrier is to be responsible for any transit and/or cross border clearances; however, Shipper/Receiver to remain responsible for the final customs clearance of the cargo for the destination country.

4. GENERAL AVERAGE:

Provided the carrier has used due diligence to make the vessel seaworthy, then in the event of accident, danger, damage or disaster before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequences of which the carrier is not responsible by statute, contract or otherwise, the goods, consignees or owners of the goods shall contribute with the carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred including salvage and special charges incurred in respect to the goods. If a salving ship is owned or operated by the carrier, salvage shall be paid for as fully as if the said salving ship or ships belonged to strangers. General Average shall be payable according to York/Antwerp Rules 1994). Cargo is to be released without general average security.

5. DELAY AT DESTINATION:

Any expense which the Carrier may incur in connection with delivery of this shipment at destination as a result of delay to the vessel and/or Carrier's equipment due to the consignee negligence shall be for the account of the consignee and the Carrier shall have no recourse against the Shipper on that account.

6. NOTICES:

The carrier shall notify the Shipper of the vessels position, status and ETA 21, 14, 7, 5 days and 24 hours prior to the scheduled load date, or in accordance with such other schedule as the shipper may direct. Failure to provide such reports will be considered a breach of this contract, and may result in cancellation of the booking including application of clause 9 (in the case of the 14 and 7 day notices) at the Shipper's sole discretion.

On completion of loading of the contracted cargo and the upon the vessel sailing from the load port, Carrier shall provide Shipper or Shipper's agent a sailing notice, stating vessel's name, commodity, quantity loaded, bill of lading date, load port and estimated date of arrival at discharge port. The sailing notice to be followed by the following notices of vessel ETA at discharge port of 10, 7, 3 days and 24 hours

7. SUBSTITUTION:

Vessel substitutions must be approved by the shipper and USDA/USAID, as applicable, and cargo shall not be loaded into unapproved substitute vessels.

8. DELAY ASSESSMENT:

If the Carrier determines that the vessel originally scheduled, or a substitute vessel approved by the shipper, will be unable to lift urgent cargo within five (5) days of the contracted load date or non-urgent cargo within ten (10) days of the contracted load date, the Carrier shall promptly notify the Shipper and propose a later load date. If such notice is received not less than twenty-one (21) days before the contracted load date, the Shipper shall either accept the later load date or cancel the booking without cost to the Carrier. If the

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notice is received less than twenty-one (21) days before the contracted load date, the shipper shall either cancel the booking (in which case, clause 9 is to apply) or accept the later load date and apply the loading delay assessment, if applicable as per Part I of the Booking Note.

The Shipper may impose a loading delay assessment (LDA) in the form of a U.S. \$ per metric ton per day reduction in the freight rate for each and every day beyond the contracted load date (the contracted load date is defined as the date that the vessel is estimated to arrive at the specified loading port), plus a ten (10) day grace period that the vessel fails to present at the first or sole loading port to load the cargo as specified in Part I of this Booking Note. If a LDA is to be imposed for any parcels under this booking note, then the LDA is to be specified in Part I of this Booking Note.

The Shipper may elect to impose a delivery delay assessment (DDA) in the form of a U.S. \$ per metric ton reduction in the freight rate per day or pro-rata for all cargo which arrives at the discharge port or final delivery point, as applicable, beyond the latest delivery date specified in Part I of the Booking Note (Fixed Day DDA). Alternately, the Shippers may elect to impose a DDA for all cargo which arrives at the first port within the discharge port range, beyond the allocated number of days for transit from the time that the vessel has sailed foreign from the last U.S. load port (Transit Time DDA). The allowed transit times for vessel's arrival at the first port in the discharge port range are listed later in this clause. In both cases the DDA shall continue to be assessed until the cargo arrives at the discharge port or alternately at the final delivery point, whichever is applicable. If a DDA is to be imposed for any parcels under this booking note, then the DDA is to be specified in Part I of this Booking Note.

If the Shipper elects to impose a Fixed Day DDA, then no LDA can be imposed under this clause.

In the event that the Shipper elects to impose a Transit Time DDA, the following transit times are to apply:

<u>Discharge Port Range</u>	<u>Transit Time</u>
Central America	15 Days
South America	25 Days
West Africa	40 Days

North Europe	25 Days
Mediterranean	25 Days
Black Sea	30 Days
Red Sea	40 Days
South/East Africa	45 Days
Near East	45 Days
Far East	40 Days

For non-urgent cargoes, the LDA and/or the DDA shall be U.S. \$1.00 per M/T per day or pro-rata and for urgent cargoes, the LDA and/or the DDA shall be U.S. \$2.00 per M/T per day or pro rata. Alternatively, the Shipper may assess a different amount provided the amount is specified in Part I of the Booking Note.

Any LDA and/or DDA, will be deducted from the freight payment.

9. FAILURE TO LIFT CARGO:

In the event the vessel fails to lift all or part of the shipment as originally booked due to the fault or negligence of the carrier, the carrier shall be responsible for all expenses resulting from such failure including but not limited to pier or warehouse storage, rail, truck and/or barge demurrage, inspection, fumigation and deterioration and re-procurement costs.

10. FREIGHT:

Freight is earned upon loading of cargo and Carrier signing/releasing to shipper or shipper's agent, the relevant ocean bill of lading, vessel lost or not lost. The freight is payable as per the freight payment clause that follows, less any deductions that may apply under this Booking Note.

11. FREIGHT PAYMENT:

A) FOR SECTION 416(b) and FFP Cargoes

If there is any failure on the part of the ocean carrier to perform the contract after the vessel tendered at the loading port, the shippers or their designated agent shall be entitled to incur all expenses which, in the judgment of the U.S. Department of Agriculture are required to enable the vessel to undertake and carry out her obligations under the booking note, including the expenses for l any liens asserted against the vessel Such expenses may be deducted from the freight earned under this booking note

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notwithstanding any prior assignments of freight made by the owners or operators.

Notice of Arrival Required:

For Delivery Discharge Port: Payment of One Hundred Percent (100%) will be made in accordance with the terms of the Booking Note upon satisfactory notice from the Shippers or their agents of the vessel's arrival at first port of discharge. This notice will be part of documentation required to be presented by the carrier as a condition of payment.

For Inland Destination Delivery:

I) Payment of Sixty Five Percent (65%) of freight will be made in accordance with the terms of this Booking Note upon satisfactory notice from Charterer or their agent of the vessel's arrival at first port of discharge. This notice will be apart of documentation required to be presented by the carrier as a condition of payment.

II) Payment of balance of Thirty Five Percent (35%) of freight will be payable upon confirmation from Charterers/receivers that owners have fulfilled their responsibilities under this Booking Note.

A Notice of Arrival will not be required in the event the vessel is lost or unable to proceed to destination after completion of loading because of damage caused by the perils of the sea or other waters, collision, standing, jettison, wreck, fire from any cause, Act of God, public enemies or pirates, or by arrest or restraint of Princess, rulers or people without the fault of the suppliers of the ocean transportation, wars, public disorders, captures or detentions by public authorities in the interest of public safety, provided the vessel owners or operators supply evidence satisfactory to the shippers or such disability.

The Notice of Arrival must be furnished promptly by the Shippers or their agents and must include name of vessel, name of first port of discharge and date of arrival

III) USDA/CCC is required to issue all payments by electronic transfer. Each ocean carrier or cooperating sponsor submitting documents to USDA/CCC for payment must provide, on their letterhead and signed by an official or agent of their company: a) Payee's name and address (full style); b) Payee's bank name, address, account number, type of account being used and ABA routing code number; c) Payee's bank swift code number, as applicable;

d) The company's taxpayer identification number.

IV) Documents required for payment of freight: General rule.

To receive payment for ocean freight, owners shall submit the following documents to The Director/CCCPSD, Foreign Agricultural Service, U.S Department of Agriculture, 1400 Independence Ave., SW, Stop 1031, Washington DC 20250-1 031, telephone (202) 720-3573:

One (1) signed copy of completed Form CCC-512; Four (4) copies of the original on-board bills of lading indicating the freight rate and signed by the originating carrier;

For all non-containerized grain cargoes -

I) One (1) copy of the Federal Grain inspection Service (FGIS) Official Stowage Examination Certificate (Vessel Hold Certificate);

II) One (1) copy of National Cargo Bureau (NCB) Certificate of Readiness (Vessel Hold inspection Certificate); and

III) One (1) copy of the National Cargo Bureau (NCB) Certificate of Loading;

For all containerized grain and grain product cargoes -

One (1) copy of the FGIS Container Condition inspection Certificate.

One signed copy of liner booking note or charter party covering ocean transportation of cargo; For charter shipments, a notice of arrival at first discharge port submitted by the Cooperating Sponsor;

Four (4) copies of either:

A request by the Cooperating Sponsor for reimbursement of ocean freight or ocean freight differential indicating the amount due, and accomplished by a certification from the ocean carrier that payment has been received from the Cooperating Sponsor; or

A request for direct payment to the ocean carrier, indicating amount due; or

A request for direct payment of ocean freight differential to the ocean carrier accompanied by a certification from the carrier that payment of the Cooperating Sponsor's portion of the ocean freight has been received.

To receive payment in cases where the General Sales Manager determines that circumstances of force majeure have prevented the vessel's arrival at the first port of discharge, the Cooperating Sponsor shall submit all documents required by paragraph above of this section except for the notice of arrival required by paragraph (e) of this section.

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B) FOR PL 480 Title II Cargoes:

Payment will be made against the documentation specified below. The shipper will submit this documentation to USA ID as promptly as is administratively feasible after receipt from the carrier. Further, payment to the carrier shall be as prompt as is administratively feasible following receipt by the shipper or their forwarder of freight amounts from USA AID:

- a) Clean, unclaused, rated, on-board bill of lading meeting the requirements of USAID Regulation 2, 22 CFR Part 202, Section 202.7
- (b) Copy of vessel hold and/or inspection certificate;
- c) Invoice for payment of commission to Carrier's broker (if any) marked "paid" by Carrier's broker;
- d) Invoice for payment of commission to Shipper's agent marked "paid" by Shipper's agent;
- e) Fully signed copy of the Booking Note/Contract of Carriage;
- f) Letter from the Shipper stating that the Carrier has paid (or made satisfactory arrangements to pay) all charges and expenses including Loading Delay Assessments (LDA) and/or Delivery Delay Assessments (DDA), if any, resulting from the Carrier's failure to lift cargo as scheduled in accordance with this booking note or authorizing the shipper to deduct spec expenses and charges from the freight amounts;
- g) Form AID 1550-1 signed by the carrier;
- h) Fumigation certificate when required;
- i) NCB Certificate of Cleanliness;
- j) One copy of Vessel Loading Observation Procedure (VLOP) Commodity Inspection Certificate;
- k) Copy of Carrier's applicable tariff covering this shipment.

12. STOWAGE:

Break bulk cargo shall be stowed and carried below deck unless otherwise provided herein or authorized in writing by the shipper.

13. FUMIGATION:

- a) For any flour covered under this Booking Note, the provisions of EOD-83 are to apply.
- b) If Shippers require the cargo covered under this Booking Note to be fumigated prior to

arrival at the discharge port or final destination, then the fumigation requirements must be specified in part I of this Booking Note.

- c) If the cargo and/or the vessel is found to be infested at the discharge port and provided clean bills of lading were issued, fumigation to be at Carriers time, risk and expense.

14. TRANSSHIPMENT:

Goods shall be carried by named vessel, or approved substitute as per Clause 7, from loading port to destination and shall not be transshipped unless said service was contracted for under this booking note or prior written permission is received from the Shipper. If the cargo is to be transshipped, the originating Carrier shall issue a through bill of lading to cover the entire movement and agree to assume all risk and expense to final destination notwithstanding any provision of the bill of lading to the contrary.

15. AGENTS:

Carriers to have the right to appoint their own agents at both load and discharge ports

16. PORT OF EMBARKATION:

The cargo to be transported under this contract must be loaded on board the vessel in a United States port of embarkation, or as authorized by USDA/USAID, as applicable.

17. CARGO RE-LET:

Carrier may re-let the cargo to other carriers or operators with the approval of the shipper and USDA / USAID (as applicable).

18. DEVIATION IN MODE OF DELIVERY:

Carrier agrees that any deviation in mode of delivery (direct, relay or transshipment), without the prior approval of the shipper, will result in an ocean freight revision to the lowest rate offered for an acceptable mode of delivery under the freight tender under which contract was made. For U.S. flag vessels only: If service

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provided under this contract is deemed by the U.S. Maritime Administration not to be U.S. flag service for cargo preference purposes, the contracted rate to be reduced to the lowest responsive foreign flag rate. Carrier also agrees to refund the amount of this revision, or to permit the deduction of the amount from any sums remaining to be paid and due and owing, in the event that a deviation is discovered after payment is made, in whole or in part.

19. U.S. CARRIAGE OF GOODS BY SEA ACT:

It is mutually agreed that this contract is subject to all the terms and provisions of the Carriage of Goods by Sea Act (46 U.S.C. 1300 et seq.) unless otherwise provided in this contract. However, in case of claims for loss, damage or shrinkage in transit, or any other claims against the carrier, the rules and conditions governing commercial shipments and provisions of the Carriage of Goods by Sea Act of 1936 shall not apply as to the period within which notice thereof shall be given the carriers or to period within which claim therefore shall be made or suit instituted.

20. CARGO DISPOSAL:

Subject to the provisions of Clause 19, after loading aboard the ship, the Carrier shall not dispose of the cargo in any manner except by delivery to consignee at the scheduled port(s) of discharge without the prior written approval of the shipper.

21. BOOKING NOTE CHANGES:

Any terms or provisions inserted in or deleted from this contract by the Carrier or its agents shall be null and void unless approved in writing by the shipper.

22. PROVISIONS OF US LEGISLATIVE ACTS:

All the terms and conditions of this contract are subject to the applicable provisions of the Agricultural Trade Development and Assistance Act of 1954, as amended for PL 480 cargoes; Section 416 of the Agricultural Act of 1949, as amended for Sec 416(b) cargoes; Sec.

1110 of the Food Security Act of 1985, as amended for Food For Progress cargoes, and regulations issued there under, as amended.

23. US CUSTOMS COMPLIANCE:

In accordance with the enforced compliance program for outbound documentation of the U.S. Customs Service, Carrier is hereby informed that Carrier is responsible for the payment of any penalty assessed against the cargo due in whole or in part to delay by Carrier in verifying final load count and providing said final load count to the Freight forwarder/Shipping Agent concerned.

24. ISM CODE COMPLIANCE:

Carrier guarantees that this vessel, if required by the ISM code issued in accordance with International Convention for the Safety of Life at Sea (1974) as amended (SOLAS) (Non self-propelled barges are exempt), complies fully with the International Safety Management (ISM) Code and will remain so for the entirety of her employment under this booking note. Upon request, Carriers to provide Shippers with a copy of the relevant document of compliance (DOC) and Safety Management Certificate (SMC). Carriers are to remain fully responsible for any and all consequences from matters arising as a result of the Carrier or the vessel being out of compliance with the ISM code.

25. COMPLIANCE WITH SECTION 408 OF THE U.S. COAST GUARD AUTHORIZATION ACT OF 1998

Public Law 105-383 (46 U.S.C. Section 2302 (e)), establishes, effective January 1, 1999, with respect non-U.S. flag vessels and operators / owners, that substandard vessels and vessels operated by operators of substandard vessels are prohibited from the carriage of government impelled (preference) cargo(es) for up to one year after such substandard determination has been published electronically. As this cargo is preference cargo, carrier must warrant that vessel(s) and owner / operators are not disqualified to carry such cargo(s).

26. WAR RISK PREMIUM:

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The Carrier is to be fully responsible for any and all War Risk Insurance Premium that may be assessed against the vessel during the duration of this contract.

27. DISPUTE RESOLUTION:

Shippers to have the option of selecting one of the following dispute resolution procedures which is to be specified in Part I of this Booking Note:

a) Arbitration: All disputes arising out of this contract shall be arbitrated at New York in the following manner, and be subject to U.S. Law: One Arbitrator is to be appointed by each of the parties hereto and a third by the two so chosen. Their decision or that of any two of them shall be final and for the purpose of enforcing any award, this agreement may be made a rule of the court. The Arbitrators shall be commercial men, conversant with shipping matters. Such Arbitration is to be conducted in accordance with the rules of the Society of Maritime Arbitrators Inc.

b) Federal Acquisition Regulations procedure as defined under FAR: 52.233.

c) Mediation.

In the event that the Shipper does not select one of the above procedures, then any dispute arising out of this Booking Note can be referred by the Shipper or Carrier to U.S. Federal Court for resolution.

28. USDA / U.S. AID NOTICES:

The following USDA and AID "Notice to the Trade" are hereby incorporated into this booking note. The complete text of these Notices can be obtained at the USDA or U.S. AID web site:

a) The USDA Kansas City Commodity Office's "Container, Barge, and Vessel Hold Inspection Requirements Title II, PL 480 and Section 416 Export Donations" is fully incorporated in this contract.

b) The U.S. Department of Agriculture, Kansas City Commodity Office's guidelines for "Claims for Over, Short and Damaged Cargo Documentation", dated November 1, 1988, is fully incorporated in this contract.

c) Vessel Loading Observation (VLO) is for carrier's account per notice to the trade

issued by USDA/KCCO on March 18, 1998.

VLO will be altered to reflect the USDA /KCCO/Commodity Office notice to the trade of May 5, 2000 "Change in VLO requirements and procedures" is hereby incorporated. A copy of the notice can be obtained from the following FTP site:

<ftp://fsa.usda.gov/public/export/eod68txt>.

A copy of the VLOP Certificate must be submitted as part of the freight payment package.

d) U.S. AID clause concerning cargo delivery dated November 6, 1997 is incorporated into this booking contract.

e) USDA-KCCO notice to the trade and USA ID modifications to booking guidelines dated July 5, 1996, regarding changes in vessel loading observations procedure and clarification of FAS delivery are hereby incorporated into this booking note.

end